

## **Article 6 UNION RIGHTS**

### **Section A. Bulletin Boards.**

The Employer agrees to maintain space for Union bulletin boards under the conditions upon which it was previously established to enable employees of the Bargaining Unit to see materials posted thereon by the Union. The size of new bulletin boards will normally be not more than eight square feet. Additions and/or changes to bulletin boards at currently existing work locations, and their location at newly opened facilities, may be established in local Labor-Management meetings, or, if necessary, secondary negotiations. In the event new bulletin boards are mutually agreed upon, the Union shall pay 100% of the materials and installation cost of such new boards.

All materials shall be signed, dated and posted by the President of the Local Chapter or his/her designee. Materials originally prepared by MCO or the Chapter shall be provided upon posting to the warden, facility director, or designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the President of the Local Chapter or his/her designee, and shall be for the sole and exclusive use of the Union.

### **Section B. Distribution Service.**

The employing Departments agree to continue current practices regarding use of the State Mail System for grievance administration, subject to any modifications in such practice as may be required in accordance with Article 9.

The Employer shall be held harmless for the delivery and security of such distributions, including mailings directed to local Union officials from outside the Agency.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union, shall be distributed.

At the Department of Community Health Center for Forensic Psychiatry, the Agency will supply the Union with a mail box, the structure and location of which shall be the same as other mail boxes at the Agency. The Agency will also provide a distribution tray immediately adjacent to the Union bulletin board to facilitate the distribution of bulk mail.

In the Department of Corrections, bulk distribution of Union material will be allowed at each work location. Distribution methods and locations may be discussed in Labor-Management meetings. The Union will be entitled to either a shelf or a receptacle with the capacity to hold a sufficient supply of legal size paper to distribute bulk materials. If requested, such shelf or receptacle will be constructed and mounted by the Department. The Union will reimburse the Department for the cost of the materials and labor for construction only. Such receptacle shall be next to employee time clock or the Union bulletin board.

Department of Corrections work locations shall accept mail addressed to authorized Union officials delivered through U.S. Mail or the United Parcel Service. Union mail subject to security policies will be opened and inspected in the presence of a designated Union official.

### **Section C. Union Information Packet.**

The Employer agrees to furnish to new employees of the Bargaining Unit, including employees transferring in and returning from a formal leave of absence, a packet of informational materials supplied to the Employer by the Union. The Employer retains the right to review the material supplied and to distribute materials informing the employees of their rights, obligations, and benefits under this Agreement, Dues and Service Fee Authorization Cards, Union officials' names and jurisdictions, and materials concerning MCO and its affiliations.

### **Section D. Union Presentation.**

During the first week of orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) a Representative(s) who may speak briefly (normally 20 minutes to 1 hour) to describe the Union's office location, participation in negotiations and general interest, rights, policies and obligations in representing employees. At least one Employer Representative may attend said presentation as an observer, but shall not participate in and/or interfere with the Union presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

Upon request and subject to supervisory approval, a Local Union representative shall be given the opportunity to meet with the new employees on their shift(s) for up to 30 minutes. The meeting will occur within the first week of their initial assignment to a facility or an agreed upon alternate week. Such a meeting may also take place where bargaining unit members are assigned to a new facility as a result of a closure, reorganization or consolidation of facilities. No overtime or equivalent time off shall be authorized.

### **Section E. Union Office Space.**

Subject to its availability, the Employer agrees to provide reasonable office space to the Union readily accessible to employees at work locations with 50 or more Bargaining Unit employees. Current office space locations will be maintained under the conditions upon which they were previously established. However, changes to and/or addition of office space at currently existing work locations and designation of locations at newly opened facilities, shall be discussed and may be established in local Labor-Management meetings, or, if necessary, secondary negotiations. Such office space shall be for the sole and exclusive use of the Union, and shall be provided without lease or charge, excluding telephone, unless required by applicable statute. Access and security will be in accordance with the rules of the local authority. Stewards, Chief Stewards, and Chapter Officers shall be allowed access to the office space during their duty or off-duty hours as applicable, but will be required to comply with Employer's established security procedures.

Satisfactory usage and reimbursement arrangements will be made at the facility to permit Union officials at the facility to use photocopying equipment.

No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct reference or defamatory to the Employer, shall be prepared in or distributed from such facilities.

The Employer reserves the right to withdraw approval for the Union's use of such office space, upon 30 calendar days written notice to the Union, only due to operational requirements, failure to pay statutorily required charges, misuse by the Union or its Agents, or interference with state operations.

Where approval has been withdrawn due to operational requirements, and in areas where the Union is not currently occupying office space accessible to Bargaining Unit employees, Departments or Agencies will make good faith efforts to locate and furnish alternative office space which affords the Union reasonable geographic access to the largest feasible number of Bargaining Unit employees.

The availability, location, type, size and amount of office space provided to the Union shall not be subject to the grievance procedure, but an allegation that approval for use was withdrawn without cause may be grieved.

The Union agrees to indemnify and hold harmless the Employer (the State, any of its departments, agencies, officers, employees or agents) against any and all claims, suits, orders, judgments, attorney fees and costs brought or issued

against the Employer arising out of the Union's occupying office space under this Article.

#### **Section F. Union Meetings on State Premises.**

The Employer agrees to furnish state conference and meeting rooms for Union meetings upon prior request of the Union, subject to approval by the appropriate local Employer Representative. Such approval shall not be arbitrarily withheld. Such facilities shall be furnished without charge to the Union. Union meetings on State premises shall be governed by operational and/or security considerations of the local authority.

#### **Section G. Telephone Directory.**

The Employer agrees to publish the telephone number and business address of the Union in the State of Michigan telephone directory.

#### **Section H. Access to Premises by Union Staff and Off-Duty Officials.**

The Employer agrees that non-employee staff representatives, elected or appointed Union officials, and off-duty Chapter Officers and Chief Stewards of the Union shall be permitted necessary access to the premises of the Employer during normal working hours upon advance or concurrent notice to the appropriate Employer Representative. Access shall be for purposes such as, but not limited to, participating in Labor-Management meetings, attending grievance conferences scheduled by the Employer, touring the facility or required administration of this Agreement. Meetings for interviewing grievants or for other reasons related to the administration of this Agreement will normally be held in non-security, non-work areas. Access during other than normal business office hours shall only be upon advance notice and approval.

The Union agrees that such access shall be subject to operational or security measures established and enforced by the Employer, and shall not interfere with the assigned work duties of an employee.

The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. However, this provision shall not be construed to prevent Union access to lobby areas or to areas open to the general public. The Employer or its agents shall not interfere with any of the access rights outlined above. The Employer expressly reserves the right to limit the number of representatives permitted on the premises at any one time, and to suspend such access when necessary to maintain order and control in the work place, and during emergencies or mobilizations.

Access authorized by this Section shall be expedited wherever possible.

**Section I. Union Identification.**

Union staff members will be issued temporary identification cards for use at all Correctional facilities covered by this Agreement. Such identification shall be valid for not more than the effective life of this contract. Such identification shall be relinquished upon the termination of employment with MCO or upon the request of the Departmental Director or designee. The bearer of such identification shall be responsible for complying with sign-in and escort regulations.